

CLEANUP STAR
SITE ACCESS AGREEMENT

In the Matter of the
[Site Name] Site
Case #

AND

[Property Owner]
Respondent(s)

RECITALS

[Name of property owner] ("Property Owner") hereby grants the New Jersey Department of Environmental Protection, its contractor(s) and subcontractor(s) (collectively "DEP") permission to enter upon the property that is the subject of an application for a Cleanup Star Oversight Agreement that is located [at/on] [street address], [municipality], [county] ("the Site"), this property being also known and designated as Block(s) [], Lot(s) [], on the Tax Map of [municipality].

PURPOSE

1. DEP and the Property Owner are entering into this Agreement so that DEP may enter upon the Site to perform a Cleanup Star Audit (Audit) for the purpose of verifying compliance with the Cleanup Star Program if DEP elects to do so. Without waiver of any protections pursuant to the Tort Claims Act or the Contractual Liability Act, DEP agrees to act in accordance with all applicable statutes and regulations and the Cleanup Star Program Guidance in conducting such Audit.

DEP COMMITMENTS

2. In return for the Property Owner granting DEP access to the Site for the Audit, DEP agrees to the following:

- a. DEP will give the Property Owner reasonable notice before commencing any on-site Audit activities.
- b. DEP will, to the greatest practicable extent, perform these Audit activities, in a way that minimizes interference with any ongoing business operations. If DEP determines, in its sole discretion, that any on-site

Audit activity may interfere with the Property Owner's business operations, DEP will first notify, and consult with, the Property Owner before commencing the Audit activity. DEP will, however, then decide, in its sole discretion, how to perform the Audit activity.

- c. The Property Owner will have the opportunity to be present for any on-site Audit activity,
- d. DEP agrees, as practicable, to return the Site to the general condition that existed before DEP's use or occupancy of the Site.
- e. If DEP, in its sole discretion, determines that any [i.e., well/boring/probe hole/piezometer] installed during the Audit is no longer needed, DEP shall properly close and seal the [i.e., well/ boring/probe hole/piezometer].

INDEMNIFICATION & INSURANCE

3. The State, for itself, its successors and assigns, agrees to indemnify the Property Owner, [its/his/her/their] heirs, successors and assigns, from any and all liability, claims, damages and actions that may result from the negligent use or occupancy of the Property by the State, subject to the following exceptions: 1) The State shall have no obligation to indemnify or hold harmless the Property Owner, [his/her/its/their] heirs, successors or assigns, or any of them, for any claims or damages for which the State would have no liability under the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 to -12-3) or the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 to -14-4); 2) The liability, if any, of the State shall be subject to the availability of the State of New Jersey's funds, and 3) The agreement of the State to indemnify, as set forth in this paragraph, shall not apply to any claims, actions or damages that may arise out of, be occasioned by or result from any condition existing on, or which did exist on, the Property at the time of the execution of this agreement, or at any time prior to the execution of this Agreement or that was caused by the Property Owner.

TERM OF AGREEMENT

4. The Property Owner shall promptly sign, date and return this Agreement to DEP as a condition of participation in the Cleanup Star Program. This Agreement shall take effect as of the date DEP's authorized representative then signs and dates it.

5. Unless terminated sooner by mutual written agreement of the parties, this Agreement shall expire upon DEP giving the Property Owner written notice that DEP's use of the Site for audit purposes is no longer needed or that the site remediation is complete.

GENERAL CONDITIONS

6. This Agreement, including any Attachment(s), represents the entire agreement between the parties concerning site access for DEP, and supersedes all prior access negotiations, representations, or agreements, either written or oral between the parties unless otherwise expressly stated.

7. This Agreement may only be terminated by the mutual written agreement of the Parties. Further, any modification to this Agreement shall be in writing unless DEP, in its sole discretion, determines circumstances allow otherwise. Where any agreed-upon modification is verbal, DEP will document the modification, in writing, as soon as practicable.

8. This Agreement applies to and is binding upon DEP, the Property Owner, their successors and assigns.

Property Owner

Name (Signature)

Name (Print)

Title

Dated: _____

New Jersey Department of Environmental Protection

[Name], [Title]
Cleanup Star Program

Dated: _____